

WINSTON & STRAWN LLP

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

BUCKLESBURY HOUSE
3 QUEEN VICTORIA STREET
LONDON, EC4N 8NH

ROBERT SPAGAT
(415) 591-1405
rspagat@winston.com

101 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94111-5894

(415) 591-1000

FACSIMILE (415) 591-1400

www.winston.com

333 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-1543

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

1700 K STREET, N.W.
WASHINGTON, D.C. 20006-3817

May 31, 2007

VIA FACSIMILE (415) 362-8064

Linda Lye, Esq.
Altshuler Berzon LLP
177 Post Street, Suite 300
San Francisco, CA 94108

Re: *SkyWest Pilots ALPA Organizing Committee, et al. v.*
SkyWest Airlines, Inc.,
U.S. District Court, N.D. Cal., Case No. C-07-2688 (CRB)

Dear Ms. Lye:

This will respond to your letter of May 30, 2007, requesting: (1) that representatives of the SkyWest ALPA Organizing Committee ("OC") be given a segment at the new pilot training class tomorrow, June 1, 2007; and (2) that a number of OC members be given the same privileges to send group e-mails through the SkyWest online system as SkyWest currently provides to SAPA leadership.

Presentation at New Pilot Training

We do not agree with your reading of the Amended Temporary Restraining Order ("TRO"). The TRO states in pertinent part:

[SkyWest is] restrained and enjoined . . . from . . . discriminating in any way against SkyWest pilots with respect to channels of communication they may use to communicate with fellow pilots, and to provide [sic] the pilots who are employed by SkyWest, who are members of [the OC] and whose names appear on the attached Appendix A, with access to the same channels of communication provided to SAPA at any point last year, including but not limited to . . . newly hired pilot classes.

The TRO's requirement of access to the members of the OC is a grammatically incorrect construction, *i.e.*, SkyWest is restrained and enjoined from . . . to provide . . . access."

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This language must be construed together with the primary clause of the sentence, which provides that SkyWest shall not discriminate between SAPA and the OC in terms of providing access to new hire classes. SkyWest believes that the language "access to . . . newly-hired classes" refers to equal access to the *same* new hire class. Accordingly, SkyWest believes that it is in full compliance with the TRO if it prohibits both SAPA and the OC from having a segment at the new hire class.

We understand Plaintiffs contend that the OC is entitled to access to the current new-hire class if SAPA had access to another new hire class at any time during the year. The language of the TRO is at best vague, and begs the question, "access to what"? The current class is a new class. SAPA has not spoken to them at the training. ALPA cannot access any pilot who did hear a SAPA representative speak at a training program by allowing ALPA to speak to a group of new hires who did not. E-mail access allows the OC to reach those pilots (albeit not, apparently, to discuss any of the matters that SAPA has addressed either in the trainings or via e-mail).

We have been waiting for the transcript of the hearing because we believe it may provide clarification of this issue and support for SkyWest's position. We understand that you also have requested the transcript. We would like to revisit this issue once all counsel have had an opportunity to review it.

In the meantime, SkyWest has decided not to allow either SAPA or the OC to make a presentation to the new hire training while the TRO is in effect. The new hire training will extend for several weeks. Therefore, we do not believe there is any prejudice to Plaintiffs. Given the tightness of the briefing and hearing schedule we all are facing, we suggest that the parties take up this issue at the hearing on Plaintiffs' motion for a preliminary injunction.

Authorization To Send Group E-mails

The Amended TRO does not require that SkyWest give greater access to its e-mail system than SAPA has; only that it does not discriminate in the access it provides to SAPA versus the OC.

SkyWest currently authorizes two SAPA executives to send group e-mails through the SkyWest on-line system to communicate about the administration of SAPA's duties under the SkyWest-SAPA agreement. SAPA is not authorized to use SkyWest's on-line system for the purpose of campaigning. SAPA's representatives, some of whom also are on the OC, do not have access to send group e-mails beyond that afforded to every pilot at SkyWest. We do not believe that SAPA representatives who were not authorized previously to send group e-mails should now obtain such authorization by virtue of their status as OC members, unless they are one of the two pilots designated by the OC as a whole to communicate on behalf of the OC.

In compliance with the temporary restraining order, SkyWest will provide access to the group e-mail function to two OC members. If you designate which two pilots the OC has

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Linda Lye, Esq.

May 31, 2007

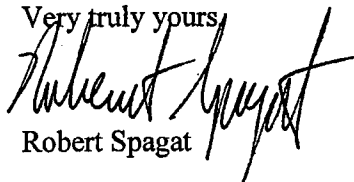
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selected for such access, SkyWest will authorize them to send group e-mails. Please note that, due to Sarbanes-Oxley requirements governing corporate e-mail systems, it will take 24 to 48 hours for the authorization to be completed on its systems.

Please be advised that SkyWest does not interpret the TRO to authorize the OC members to use SkyWest's group e-mail function for purposes beyond that which SAPA has been authorized to employ it. As noted above, SAPA has not been authorized, and so far as SkyWest is aware, has never used SkyWest's e-mail system for campaigning or organizational purposes. If the OC uses it for such purposes, SkyWest reserves the right to seek relief from the Court on the grounds that the OC is violating the terms of the TRO.

Please feel free to contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert Spagat", written over the typed name.

Robert Spagat

cc: Stephen P. Berzon
Claire P. Prestel
Elizabeth Ginzburg
Doug Hall
Todd Emerson

SF:173670.1